REMARKS/ARGUMENTS

Specification

Paragraph 24 in the specification has been amended to correct an unintentional spelling error.

Status of Claims

Claims 1-34 were originally presented, with claims 1, 11, 17, 22, and 28 being independent. Claims 1, 22, and 28 have been amended. Thus, claims 1-34 are presently pending, with claims 1, 11, 17, 22, and 28 being independent.

Office Action

Amended Claims

Claim 1, step (c) has been amended to recite depositing a loan amount into an account, accessible by the customer. Claim 22 has been amended to recite a computer program including a code segment operable to deposit a loan amount into an account, accessible by the customer. Claim 28 has been amended to recite a system including a transfer device operable to immediately deposit a loan amount into an account, accessible by the customer.

Claim Rejections under 35 U.S.C. § 102

In the Office Action dated April 4, 2008, the Examiner rejected claims 1, 2, 5-7, 9-12, 15-16, 22-23, 25, 27-29, 31, and 33-34 under 35 U.S.C. § 102(e) as being anticipated by Saylors et al. (U.S. Patent Application No. 2004/0111370) (hereinafter, "Saylors"). Applicant respectfully submits that Saylors does not disclose, teach, or suggest all the elements and limitations of independent claims 1, 11, 22, and 28.

Saylors discloses a single source money management system through which customers may automate their spending. The system may include a money management account, a discretionary fund account, and a loan account, each of which may be established at one or more financial institutions. The system may also include a secure internet shopping hub with a vendor web system and a financial web system. Saylors discloses that a customer may request a loan for a specific purchase (¶ 0108). The customer may be approved for the loan amount and is given an approval code, which the customer supplies to the vendor (¶ 0108). After the customer receives the goods from the vendor, the financial institution forwards the loan amount to the secure internet shopping hub, which in turn delivers the purchase amount to the vendor (¶ 0141).

During this process, the customer never has access to the loan funds. Thus, Saylors does not disclose that a lender deposits the loan amount into an account, which is accessible by the customer, as recited in claims 1 and 11. Nor does Saylors disclose a computer program with a code segment that is operable to deposit a loan amount into an account, as recited in claim 22, or a system

with a transfer device that is operable to immediately deposit a loan amount into an account, as recited in claim 28.

Furthermore, Saylors discloses that, in order to repay the loan, money may be automatically allocated for a loan account that is drawn from the money management account by the system (¶ 0109). However, any action taken by the lender is not disclosed. Therefore, Saylors does not disclose that a lender automatically withdraws the loan amount and a loan fee from the account, as recited in claims 1 and 11. Nor does Saylors disclose a computer program with a code segment that is operable to automatically withdraw the loan amount and a loan fee from the account as recited in claim 22, or a system with a transfer device that is operable to automatically withdraw the loan amount and a loan fee from the account as recited in claim 28.

The Examiner asserts that depositing a loan amount into an account utilizing the computing equipment such that human involvement is not required is disclosed by Saylors in ¶ 0112, wherein Saylors teaches payroll advances may provide short-term credit to customers. Applicant respectfully disagrees with this assertion. Primarily, Saylors does not disclose, teach, or suggest that a financial institution or lender deposits the loan amount into the payroll advance account or any other account. Moreover, making credit available to a customer is not the same as depositing a loan amount into an account. When credit is made available to a customer, funds are not actually transferred to a customer's account. For example, when a credit card company or retailer extends credit to a customer, the credit card company or retailer does not actually deposit money into a customer's account. Thus, Saylors does not disclose that a lender deposits the loan amount into an

account, which is accessible by the customer, as recited in claims 1 and 11. Nor does Saylors disclose a computer program with a code segment that is operable to deposit a loan amount into an account, as recited in claim 22, or a system with a transfer device that is operable to immediately deposit a loan amount into an account, as recited in claim 28.

The Examiner asserts that automatically withdrawing the loan amount and a loan fee from the account when additional funds are deposited into the account is disclosed by Saylors in ¶ 0112, wherein Saylors teaches repayment occurs automatically with the next paycheck, and in ¶ 0127, wherein Saylors teaches fees for the payroll advance account. Applicant respectfully disagrees with this assertion. Saylors discloses that the payroll advance account is "linked directly to the money management account 110 for automatic repayment", and that "loans obtained using a payroll advance account are automatically paid from the money management account 110". Thus, money is transferred from the money management account to the payroll advance account when the customer's employer deposits a paycheck. However, Saylors does not disclose that the lender automatically withdraws the loan amount and a loan fee from the account when additional funds are deposited into the account, as recited in claims 1 and 11. Nor does Saylors disclose a computer program with a code segment that is operable to automatically withdraw the loan amount and a loan fee from the account when additional funds are deposited into the account, as recited in claim 22, or a system with a transfer device that is operable to automatically withdraw the loan amount and a loan fee from the account when additional funds are deposited into the account, as recited in claim

28. From this discussion, Applicant submits that claims 1, 11, 22, and 28 are not anticipated or rendered obvious by Saylors.

Claim Rejections under 35 U.S.C. § 103

The Examiner rejected claims 17, 20, and 21 under 35 U.S.C. 103(a) as being unpatentable over Saylors in view of Mon (U.S. Patent Application No.2002/0055904). Applicant respectfully submits that independent claim 17 is not anticipated or rendered obvious by Saylors, Mon, or the combination of the two.

Mon discloses an apparatus and method for processing loans that includes receiving a loan application from a remote location, and upon approval, a lender may be deposit funds into a debtor's bank account or may distribute funds directly to the debtor via a payday loan machine, without creating a loan account. The application process may include the debtor providing a copy of a voided check. The loan may be paid back by the lender cashing or depositing a post-dated check from the debtor or by the lender drafting the debtor's account on the agreed-upon date. However, Mon does not disclose a lender establishing a loan account for a customer by allowing the customer to provide a voided check corresponding to a primary account, depositing a loan amount immediately into the loan account, or automatically withdrawing the loan amount and a loan fee from the primary account by utilizing the computing equipment when additional funds are deposited into the primary account, as recited in claim 17.

Saylors discloses establishing a loan account. However, Saylors does not disclose a lender establishing a loan account for a customer by allowing the customer to provide a voided

check corresponding to a primary account. Furthermore, as discussed above, Saylors does not disclose a lender depositing a loan amount immediately into the loan account, or automatically withdrawing the loan amount and a loan fee from the primary account by utilizing the computing equipment when additional funds are deposited into the primary account, as recited in claim 17.

Combining Saylors with Mon does not cure the deficiencies as discussed for Saylors and Mon individually. The combination of Saylors and Mon would still lack depositing a loan amount immediately into the loan account, or automatically withdrawing the loan amount and a loan fee from the primary account by utilizing the computing equipment when additional funds are deposited into the primary account, as recited in claim 17. Therefore, Applicant submits that claim 17 is not anticipated or rendered obvious by Saylors, Mon, or the combination of the two.

The remaining claims depend, either directly or indirectly, from the above-discussed independent claims and are in condition for allowance.
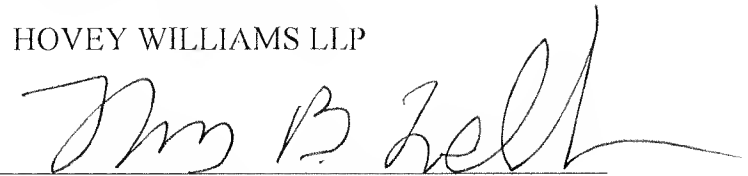

Conclusion

In view of this response and the remarks herein, Applicants respectfully submit that claims 1-34 are in allowable condition and requests a corresponding Notice of Allowance. In the event of further questions, the Examiner is urged to call the undersigned. Any additional fee which might be due in connection with this application should be applied against our Deposit Account No. 19-0522.

Respectfully submitted,

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